

FLEET BANK
CONSUMER NOTE AND SECURITY AGREEMENT
FIXED RATE SIMPLE INTEREST

(CT, FL, MA, ME, NH, NJ,
NY, PA and RI only)

\$ 95,530.00

Principal Loan Amount Finance Charge Accrual As Of **SEPTEMBER 23, 2003**

Account #

Date: **SEPTEMBER 18, 2003**

In this Note and Security agreement ("Note"), "I", "me", and "my" mean each and all of the persons who signs as Borrower or Co-Borrower. "You", "your", and "Bank" mean:

Name of Bank: FLEET NATIONAL BANK, PRINCIPALLY LOCATED IN RHODE ISLAND
Address for Notices: **Consumer Loan Operations**
315-317 Court Street, P.O. Box 3092
Utica, NY 13502

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost me.)	Amount Financed (The amount of credit provided to me or on my behalf.)	Total Of Payments (The amount I will have paid after I have made all payments as scheduled.)
5.990 %	\$ 68,596.40	\$ 95,530.00	\$ 164,126.40

PAYMENT SCHEDULE

Number of Payments	Amount of Payments	When Payments Are Due
240	\$683.86	The <u>23RD</u> day of each month beginning <u>OCTOBER</u> , 2003

SECURITY. I am giving a security interest in the following property (list location, if real estate):

389 KNOWLES RD KENNEBEC BELGRADE, ME 04917

FILING FEES AND TAXES. \$ n/a

REQUIRED DEPOSIT. If this loan is secured by a pledge of a deposit account, the annual percentage rate does not take into account the pledged deposit.

CANCELLATION. If I pay off early, I will not be entitled to a refund of any prepaid finance charge. If I pay off within 1 year(s) of the date of this Note, I will be required to pay an early cancellation fee of \$ 250.00.

ASSUMPTION. If this Note is secured, a person who buys the collateral cannot assume the remainder of this loan obligation on its original terms.

LATE CHARGE. If I make a payment late, I will be charged the late charge permitted by law, indicated below:

- ☐ the lesser of 5% of the payment or \$5, if the payment is at least 10 days overdue.
- ☐ the lesser of 5% of the payment or \$10, if the payment is at least 10 days overdue.
- ☒ the lesser of 5% of the payment or \$35, if the payment is at least 10 days overdue.
- ☐ the greater of 7% of the payment or \$12.50, if the payment is at least 10 days overdue.
- ☐ 2% of any payment that is at least 15 days overdue.
- ☐ 3% of any payment that is at least 15 days overdue.
- ☐ 5% of any payment that is at least 15 days overdue.

CONTRACT TERMS. I will read the rest of this Note and any mortgage or other agreement securing it for additional information about nonpayment, default, any required payment in full before the scheduled date, prepayment refunds and penalties.

NOTICE TO CONSUMER: (1) Do not sign this Note before you read it.
(2) You are entitled to a copy of this Note.

By signing below, I agree to all of the terms of this Note, including the terms on each page of this Note. I also acknowledge receiving a completed copy of this Note and of all other documents and disclosures relating to this Note. If

EXECUTED UNDER SEAL as of the date set forth at the top of this Note.

Borrower: Julie Beedle
JULIE A. BEEDLE

Address: 389 KNOWLES RD BELGRADE, ME 04917

Co-Borrower: Duane C. Beedle
DUANE C. BEEDLE

Address: 389 KNOWLES RD BELGRADE, ME 04917

ITEMIZATION OF AMOUNT FINANCED

1. Loan proceeds.....	\$	0.55
2. Prepaid Finance Charge.....	\$	0.00
3. Net amount paid directly to me (1-2).....	\$	0.55
4. Amount applied to my existing debt to you	\$	24,255.45
5. Amount paid to others on my behalf.....	\$	71,274.00
consisting of: †		
a. \$ <u>n/a</u> to public officials (mortgage tax)	j. \$ <u>n/a</u> title insurance	
b. \$ <u>n/a</u> to public officials (mortgage filing fee)	k. \$ <u>n/a</u> title examination	
c. \$ <u>n/a</u> to public officials (UCC or certificate of title filing fee)	l. \$ <u>n/a</u> documentary preparation	
d. \$ <u>(e) 71,274.00</u> to (name) <u>WLS FRG MTGE</u>	m. \$ <u>n/a</u> notary fee	
e. \$ <u>n/a</u> to (name)		
f. \$ <u>n/a</u> to (name)		
g. \$ <u>n/a</u> documentary stamp tax		
h. \$ <u>n/a</u> intangible tax		
i. \$ <u>n/a</u> appraisal fee		
6. Amount Financed (3+4+5).....	\$	95,530.00
7. Prepaid Finance Charge	\$	0.00
8. Principal Loan Amount (6+7)	\$	95,530.00

† (e) indicates estimated

CONSENT TO SECURITY AGREEMENT

In consideration of making this loan, the undersigned hereby grants the Bank a security interest in the Collateral described in the "Security" section of the Note and agrees to be bound by all the terms of the Note applicable to the Collateral. Unless the undersigned signs this Note as a Guarantor, the undersigned is not personally obligated to pay this Note.

The undersigned acknowledges receipt of a completed copy of this Note.

Owner or Co-owner: _____

Date: _____

Owner or Co-owner: _____

Owner or Co-owner: _____

Date: _____

Date: _____

COLLECTION COSTS. To the extent permitted by law, I will pay all of your reasonable collection costs, including court costs and attorneys' fees. If the property securing the Note is in Florida, I agree to pay, in the event of default, all costs and expenses incurred in collection or foreclosure, including attorney's fees equal to ten percent (10%) of the principal sum or such larger amount as may be reasonable and just, and also all costs, expenses and attorney's fees incurred in any appellate and bankruptcy proceedings. If I am successful in asserting any partial defense, set-off, or counterclaim against you, the court may withhold payment of part or all of your attorneys' fees. **New Hampshire and New York Residents Only:** If I prevail in any action brought by me or the Bank with respect to this Note, I may be awarded reasonable attorneys' fees. **Maine Residents Only:** I will not be required to pay your attorneys' fees unless this Note is secured by real estate. **Pennsylvania Residents Only:** If this Note is secured by real estate, I will pay all of your reasonable attorneys' fees which are actually incurred in connection with foreclosure or other legal action and up to \$50.00 for your reasonable attorney's fees which are actually incurred prior to commencement of foreclosure or other legal action.

TAX DEDUCTIBILITY. I should consult a tax advisor regarding the deductibility of interest and other charges paid on this Note.

FL. DOCUMENTARY STAMPS. State of Florida Documentary Stamps in the amount required by law are affixed to the mortgage securing this Note and cancelled pursuant to law.

WAIVERS AND RELEASES. You can waive or delay enforcing any right under this Note without losing that right or any other. You can waive or delay enforcing a right as to one of us without waiving it as to any other. You can release any Collateral or release one of us from responsibility under this Note without releasing others. You can file financing statements on my behalf (for which purpose I hereby appoint you my attorney in fact). If the Collateral is a motor vehicle or titled boat, you may take any action you think is necessary or appropriate to ensure that your security interest is shown on the certificate of title. Your failure to do any of these things shall not affect my obligations to pay all amounts due under this Note. You do not have to give anyone notice of any waiver, delay, or release, nor do you have to notify me of any default by any other person who is responsible for payment of this Note. This Note contains the entire agreement between you and me (except when the Collateral is real estate and a mortgage is given). It may be changed only in a writing signed by you and me.

APPLICABLE LAW. Notes Secured by Real Estate: If I reside in ME, NY, NJ, PA, or RI, this Note is governed by federal law and the law of the state where the Bank is principally located, Rhode Island except as to matters directly related to the Bank's lien and its ability to enforce its lien on the real property securing this Note where the law of the state where the property is located will govern. If I reside in CT, MA, FL or NH, this Note is governed by the law of the state where I reside except as to matters directly related to the Bank's lien and its ability to enforce its lien on the real property securing this Note where the law of the state where the property is located governs. **Notes Secured by Collateral other than Real Estate:** If I reside in ME, NY, NJ, RI or PA and this Note is not secured by real estate, this Note is governed by federal law and the law of the state where the Bank is principally located, Rhode Island except as to matters relating to the Bank's lien on or its ability to enforce its lien on collateral securing this Note in which case the law of the state where the collateral is located will govern. If I reside in CT, MA, FL, or NH and this Note is not secured by real estate, this note is governed by the law of the state where I reside except as to matters relating to the Bank's lien on or its ability to enforce its lien on collateral securing this Note in which case the law of the state where the collateral is located will govern.

To the extent that federal law preempts state law, this Note is governed by federal law. If any provision of this Note conflicts with any existing or future law, it shall be deemed modified to the extent necessary to comply with such law, and the validity of the remaining terms of this Note shall not be affected.

DOCUMENTATION. I agree to execute or re-execute any document, including a revised version of this Note, that you request in order to correct any error or omission in the original Note, security instrument, or other loan documents.

NOTICE. Except for any notice required under applicable law to be given in another manner: (a) any notice required or permitted to be given to me under this Note shall be sent by regular mail, addressed to me at the address set forth below my signature on this Note; and (b) any notice required or permitted to be given to the Bank under this Note shall be sent by regular mail addressed to you at the Address for Notices identified at the beginning of this Note. Either party may change its address to which the other party is to send notices by giving the other party notice of the new address in accordance with this paragraph. Any notice provided for in this Note shall be in writing and shall be deemed to have been given when mailed, postage prepaid, addressed in the manner designated herein.

NOTICE TO CO-SIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The bank can collect this debt from you without first trying to collect from the borrower. The lender can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

NEW YORK NOTICE TO CO-SIGNER

You agree to pay the debt identified below although you may not personally receive any property, services, or money. You may be sued for payment although the person who receives the property, services, or money is able to pay. You should know that the Total of Payments listed below does not include finance charges resulting from delinquency, late charges, repossession or foreclosure costs, court costs or attorneys' fees, or other charges that may be stated in the Note or contract. You will also have to pay some or all of these costs and charges if the Note or contract, the payment of which you are guaranteeing, requires the borrower to pay such costs and charges.

This notice is not the Note, contract, or other writing that obligates you to pay the debt. Read the Guaranty, below, for the exact terms of your obligation.

Name of Debtor: _____
Date of Debt: _____
Type of Debt: _____

Name of Creditor: _____
Total of Payments: _____

By signing below, you acknowledge that you have been given a completed copy of this Notice and of the Note (which obligates the debtor) and of the Guaranty (which obligates you).

Guarantor: _____
Date: _____

Guarantor: _____
Date: _____

GUARANTY

To induce the Bank to make this loan, each of the undersigned ("Guarantor") unconditionally guarantees the payment when due of all money owed under the Note and any mortgage or other agreement securing it. Each guarantor is jointly and severally liable with the Borrower. This means that the Bank does not have to try to collect from anyone or repossess any Collateral before collecting from a Guarantor. The Bank may take any action permitted under

the Note or security instrument without notifying the Guarantor or releasing the Guarantor from responsibility. The Guarantor agrees to pay any expenses the Bank incurs in enforcing this Guaranty, including reasonable attorneys' fees and court costs. The Bank does not have to notify any Guarantor of the Bank's acceptance of this Guaranty. Any capitalized term not defined in this Guaranty has the same meaning as in the Note.

Each Guarantor agrees to the terms of this Guaranty and acknowledges receipt of a completed copy of the Note, this Guaranty, and of all other documents and disclosures given to the Borrower.

Guarantor: _____
(Co-signer)
Date: _____

Guarantor: _____
(Co-signer)
Date: _____

Witness: _____

Witness: _____

XX

PAY TO THE ORDER OF

WITHOUT RECOURSE

Bank of America, N.A.

BY

Christina M. Schmitt

CHRISTINA M. SCHMITT
ASSISTANT VICE PRESIDENT



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